



Funding Pips

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT - RISK ASSESSMENT INTERVIEW

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

In consideration and as a condition of my continued relationship whether as an officer, director, employee, service provider or consultant or otherwise with Funding Pips, a company incorporated in accordance with the laws of Dubai, having its registered office at IFZA Business Park, DDP Dubai U.A.E, (the "**Company**"), its subsidiaries, affiliates, successors or assigns, I agree to the following provisions of this Confidential Information and Invention Assignment (this "**Agreement**"):

a. The Engagement

Any engagement between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "**Engagement**." I acknowledge that the Company is relying on my commitment to the obligations set forth herein in engaging and continuing to engage me. My obligations hereunder shall be in addition to the obligations contained in any written service or Engagement agreement between me and the Company or any written internal policies promulgated by the Company.

a. Applicability to Past Activities

The Company and I acknowledge that I have been engaged to provide services by the Company for a period of time prior to the date of this Agreement (the "**Prior Engagement Period**"). Accordingly, I agree that if and to the extent that, during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been "Company Confidential Information" (as defined below) if I received access to such information during the period of my Engagement with the Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an "Invention" (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the period of my Engagement with the Company under this Agreement; then any such information shall be deemed "Company Confidential Information" hereunder and any such item shall be deemed an "Invention" hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

a. Confidentiality



- i. *Definition of Confidential Information.* I understand that "**Company Confidential Information**" means information (including any and all combinations of individual items of information) that the Company had, has or will develop, acquire, create, compile, discover or own, that is related to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes information disclosed by the Company to me, Company information to which I have or will have access by virtue of my Engagement with the Company, and information developed or learned by me during the course of my Engagement with the Company and/or during the Prior Engagement Period. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my Engagement), software, source code, developments, documentation, inventions, discoveries, ideas, knowledge, work in progress, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, investor information, finances, and other business information disclosed by the Company or by any of its affiliates or representatives, either directly or indirectly through all means of communication, including in writing, orally, in an electronic form, by way of observation, or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure to me; (ii) becomes publicly known or made generally available after disclosure to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.
- ii. *Nonuse and Nondisclosure.* I agree that during my Engagement with the Company, I will request and access information that pertains solely to my specific responsibilities and I will hold in the strictest confidence, and take all reasonable measures and precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will follow recommendations made by the Board of Directors, officers or supervisors of the Company from time to time regarding Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my Engagement, or (ii) disclose the



Company Confidential Information to any third party without the prior written authorization of the Board of Directors of the Company. Prior to disclosure when compelled by applicable law, I shall provide prompt written notice to the Board of Directors of the Company (as applicable), so that the Company may seek protective order or seek another appropriate remedy to protect the secrecy of the Confidential Information. I agree that I obtain no title to any Company Confidential Information, and that the Company retains all Confidential Information as the sole and exclusive property of the Company. I understand that my unauthorized use or disclosure of Company Confidential Information during my Engagement may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 3.B** shall continue after termination of my Engagement.

- iii. *Former Employer Confidential Information.* I agree that during and after my Engagement with the Company, I will not improperly use, disclose, or induce the Company or Company's personnel to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, confidential information, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.
- iv. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., without limitation the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my Engagement with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third-Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my Engagement may lead to disciplinary action, up to and including immediate termination and legal action by the Company.



I agree not to make any voluntary or nonvoluntary statements, written or oral, or cause or encourage others to make any statements that defame, disparage, or criticize the Company's personal and/or business reputations, practices, or conduct.

I agree not to talk about Funding Pips or its Trademark "FUNDINGPIPS" operations or anything heard or spoken about in the office to any social media personnel or any other party online or offline, or any other party, even if it is an Funding Pips' employee or contractor.

a. **Ownership**

- i. *Assignment of Inventions.* I agree that all right, title, and interest in and to any and all proprietary and intellectual property rights, including, without limitation, any copyrightable material, trading data, notes, records, drawings, designs, inventions, patents, trademarks, developments, discoveries, copyrights, mask work rights, source and object code, algorithms, formulae, materials, methods, processes, procedures, ideas and trade secrets (all whether or not registered or capable of being registered), improvements and enhancements of the foregoing, and all rights corresponding to the foregoing throughout the world, conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours) and/or during the Prior Engagement Period, and any other intellectual property rights relating to the foregoing, that (i) is developed in whole or in part on the Company's time or with the use of Company's equipment, supplies, facilities, or of the Company Confidential Information; (ii) relate in any manner to the actual or demonstrably anticipated business, work, or research and development of Company, or (iii) result from or are suggested by any task assigned to me or any work performed by me for or on behalf of Company, or by the scope of my duties and responsibilities with Company, its affiliates or subsidiaries, but except as provided in **Section 4.G** below (collectively, "**Inventions**"), are the sole and exclusive property of the Company. I also agree to promptly make full written disclosure to the Company of any Inventions, and to deliver and assign and hereby irrevocably transfer and assign fully to the Company, to the fullest extent under applicable law, and without additional compensation and consideration, all of my right, title and interest in and to the Inventions. I agree that this assignment includes a present conveyance to the Company of ownership of Inventions that are not yet in existence. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions or as a result of the Company using such Inventions, and I hereby explicitly waive any interest, claim or demand that I had, have, or may have in the future for, or may be entitled to, with respect to consideration, compensation or royalty payment in connection with the Inventions.
- ii. *Pre-Existing Materials.* I will inform the Company in writing before incorporating any inventions,



discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest or which were reduced to practice, made or conceived not in connection with my Engagement with the Company, including, without limitation, any such inventions that meet the criteria set forth herein under **Section 4.G ("Prior Inventions")** into any Invention or otherwise utilizing any such Prior Invention in the course of my Engagement with the Company; and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without the Company's prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included in Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

- iii. *Moral Rights.* Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure, and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.
- iv. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my Engagement with the Company and during the Prior Engagement Period. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company at its sole discretion. As between Company and myself, the records are and will be available to and remain the sole property of the Company at all times.
- v. *Further Assurances.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this



Section 4.E shall continue after the termination of this Agreement.

- vi. *Attorney-in-Fact.* I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in **Section 4.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.
- vii. *Exception to Assignments.* I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that I have developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secret information or Company Confidential Information (an "**Other Invention**") except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention to the Company's business, or actual or anticipated research or development of the Company or (ii) result from or relate to any work that I performed for the Company or to any Company Confidential Information or Inventions. I will not incorporate, or permit to be incorporated, any Other Invention owned by me or in which I have an interest into a Company product, process or service without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my Engagement with the Company, I incorporate into a Company product, process, or service an Other Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention, and to practice any method related thereto.

b. **Conflicting Obligations**

- i. *Current Obligations.* I agree that during the term of my Engagement with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or business commitment nor will I engage in any other activities that conflict with my obligations to the Company or with the interests of the Company.
- ii. *Prior Relationships.* Without limiting **Section 5.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any other entity, I will comply with the



terms of any such agreement to the extent that its terms are lawful under applicable law. I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

c. **Return of Company Materials**

Upon separation from Engagement with the Company, on Company's earlier request during my Engagement, or at any time subsequent to my Engagement upon demand from the Company, I will immediately deliver to the Company, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 4.D**. I also consent to an exit interview to confirm my compliance with this **Article 6**.

a. **Termination Certification**

Upon separation from Engagement with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit B. I also agree to keep the Company advised of my home and business address for a period of three (3) years [TBC] after termination of my Engagement with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

a. **Notification of New Employer**

In the event that I leave the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

a. **Non-solicitation of Employees; No-disparagement**

i. *Non-solicitation.* To the fullest extent permitted under applicable law, I agree that during my Engagement and for a period of twelve (12) months [TBC] immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly (i) solicit or encourage any employees or independent contractors of the Company, its subsidiaries, affiliates, successors or assigns, to leave their Engagement at, or terminate any contract for service with, the Company or (ii) solicit or encourage any business, person, firm, customer or other corporation which has a business relationship with the Company to discontinue such relationship. I agree that nothing in this **Article 9** shall affect my



continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 3**.

- ii. *Non-disparagement.* I agree to refrain, during my Engagement with the Company and thereafter, from any disparagement, defamation, libel, or slander of the Company, and the Company's current and former officers, directors, managers, members, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns, and not to induce others to engage in any such conduct.

b. **Conflict of Interest Guidelines**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit C hereto, but I understand that these Conflict-of-Interest Guidelines may be revised from time to time during my Engagement with the Company at the Company's sole discretion.

a. **Representations**

Without limiting my obligations under **Section 4.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my Engagement by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

a. **Audit**

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my Engagement.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without



notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

a. **Miscellaneous**

- i. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of Dubai and the federal laws of the United Arab Emirates [TBC]. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the [COURTS] for any lawsuit filed against me by the Company.
- ii. *Enforcement of Agreement.* I shall indemnify the Company from any and all costs, fees, or expenses incurred by the Company (including, but not limited to, attorneys' fees) in successfully enforcing the terms of this Agreement against me (including, but not limited to, a court partially or fully granting any application, motion, or petition by the Company for injunctive relief) as a result of my breach or threatened breach of any provision contained herein.
- iii. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, the Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of the Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.
- iv. *Entire Agreement.* This Agreement, together with the Exhibits and Appendices herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.
- v. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- vi. *Severability.* If a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision



will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

vii. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Company (and approved by its Board of Directors) and me. A waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach. Company's failure or delay in enforcing any of the provisions of this Agreement shall not, in any way, be construed as a waiver of any such provisions, or prevent Company thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.

viii. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my Engagement with the Company.

[SIGNATURE PAGE TO Funding Pips, CONFIDENTIAL INFORMATION, AND INVENTION ASSIGNMENT AGREEMENT]

By: Funding Pips

Name: Khaled Ayesh

Title: General Manager

EXHIBIT A

LIST OF PRIOR INVENTIONS

AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

No inventions or improvements (Only if applicable)

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**EXHIBIT B****Funding Pips., TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to the Company. All capitalized terms used herein have the meanings defined for them in the Company's Confidential Information and Invention Assignment Agreement signed by me, unless otherwise defined herein.

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), including any Inventions and Prior Inventions, as covered by that agreement and as more detailed therein.

I further agree that, in compliance with the Company's Confidential Information and Invention Assignment Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that, in compliance with the Company's Confidential Information and Invention Assignment Agreement, for twelve (12) months [TBC] from this date, I will not directly or indirectly (i) solicit or encourage any employees or independent contractors of the Company to leave their employment at, or terminate any contract for service with, the Company or (ii) solicit or encourage any business, person, firm, customer or other corporation which has a business relationship with the Company to discontinue such relationship. I agree that nothing in this paragraph shall affect my continuing obligations under the Company's Confidential Information and Invention Assignment Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 3** (Confidentiality) thereof.

I agree not to set up or engage in business as a direct competitor of the Company, or work in the employ of a competitor of the Company, for a period of twelve (12) [TBC] months immediately following the termination of my Engagement with the Company. If I were to become employed by, or substantially involved in, the business of a competitor of the Company following the termination of my Engagement with the Company, it would be very difficult for me not to rely on or use the Company's trade secrets and Company Confidential Information. Thus, to avoid the inevitable disclosure of the Company's trade secrets and Company Confidential Information, I agree and acknowledge that, to the extent permitted by applicable law, I shall not directly or indirectly engage in (whether as an employee, consultant, agent, proprietor, principal, partner, stockholder, corporate officer, director or otherwise), nor have any ownership interest in or participate in the financing, operation, management or control of, any person, firm, corporation or business that competes with the Company or is a customer of the Company.



I agree to refrain, during my Engagement with the Company and thereafter, from any disparagement, defamation, libel, or slander of the Company and the Company's current and former officers, directors, managers, members, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns, and not to induce others to engage in such conduct.

Date:

2024/06/19

I hereby acknowledge that I have read and understood the above conditions.

EXHIBIT C

Funding Pips, CONFLICT OF INTEREST GUIDELINES

It is the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Company's Confidential Information and Invention Assignment Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.



9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict-of-interest policy may result in discharge without warning.

I hereby acknowledge that I have read and understood the above conditions.

I hereby declare that the information provided is true and correct.



Electronic Signatures

[Redacted electronic signature]

Audit trail

June , 2024

June, 2024

Document finalized

